That these affiants make this affidavit for the purpose of establishing as true the facts stated.

Dated this 3rd day of June, 1969.

Zylpha P. DeBok
Zylpha P. DeBok
Lois M. DeBok Spera
Lois M. DeBok Spera

Subscribed and sworn to before me and in my presence this 3rd day of June, 1969.

NOTARIAL SEAL

Jno. N. Hartley Notary Public in and for said State and County.

H. Claude Peer
To
The Public

#1094

Fee $2.50 ✓ F.E.L.

Filed for record the 18 day of August A.D. 1969 at 10:55 o'clock A. M.

Mary E. Welty, Recorder

AFFIDAVIT

STATE OF IOWA MADISON COUNTY) SS.

I, H. Claude Peer, being first duly sworn, depose and state that I was well acquainted with Myrtle Mohler, who died intestate, a resident of Earlham, Iowa, on or about August 23, 1943; her estate was never administered. Her surviving husband, Martin Mohler, signed and filed an affidavit on April 4, 1944, in the Miscellaneous Records Book 24, page 124, claiming the right to occupy the South 56 feet of Lot 7 in Block 10 of the Original Town of Earlham, Madison County, Iowa, during his life time. That the only property that the said Myrtle Mohler owned at the time of her death was the real estate above described and household goods, and that the fair and reasonable market value of all of the property that she owned at the time of her death would not exceed the sum of $2,500. That all of her legally enforceable obligations, including expenses of her last sickness and burial, have been paid in full. That the said Myrtle Mohler left surviving her her husband, Martin Mohler, her son, Arthur M. Mohler, her son Rolland Mohler, her son Robert D. Mohler, her daughter Helen M. Turner, her daughter Arline M. Stephens, and her daughter Lois R. Pesch and that said surviving spouse and her said children who survived her were her sole and only children and her sole and only heirs at law and succeeded to all of her property, and that they conveyed the property above described in this affidavit to R. B. Hunter by warranty deed dated August 24, 1965, filed of record November 8, 1965, in Town Lot Deed Record 37, page 574, in the office of the County Recorder, Madison County, Iowa. That the said Myrtle Mohler did not leave any life insurance and that she never made any gifts of any size as the only gifts she ever made were minor in nature, such as ordinary Christmas and birthday and anniversary gifts.

H. Claude Peer
(H. Claude Peer) Affiant

Subscribed and sworn to before the undersigned this 28th day of June, 1969.

NOTARIAL SEAL

Marian A. Mark
(Marian A. Mark) Notary Public in and for Madison County, Iowa.

C & H Supply, Inc.
To
The Public

#1110

Fee $11.50 ✓ F.E.L.

Filed for record the 19 day of August A.D. 1969 at 4:27 o'clock P. M.

Mary E. Welty, Recorder

ARTICLES OF INCORPORATION OF C & H SUPPLY, INC.

RECEIVED
'69 AUG 1 AM 8:43
Secretary of State Iowa

We, the undersigned persons, acting as incorporators of a Corporation organized under the Iowa Business Corporation Act, Chapter 496A, Iowa Code (1966), hereby adopt the following Articles of Incorporation for such Corporation:

I.

The name of the Corporation is: C & H Supply, INC.

II.

The corporate existence shall commence August 4, 1969, and shall continue for an unlimited time.

III.

The corporation shall have unlimited power to engage in, and to do any lawful act concerning any and all lawful businesses for which Corporations may be organized under that Act.

IV.

1. The aggregate number of shares which the Corporation shall have authority to issue is 3200 shares, consisting of two classes. The designation of each class, the number of shares of each class, and the par value of the shares of each class are as follows:

CLASS	NUMBER OF SHARES	PAR VALUE
Common	3,000	$ 10.00
Preferred	200	100.00

2. Common stock - The common stock shall have voting rights. One vote per share thereof at each regular or special shareholder meeting. The common stock shall be entitled to no liquidation preference. Said common stock shall be entitled only to such dividends as may be declared from time to time by the board of directors of the Corporation.

3. Preferred stock - Preferred stock shall have no voting rights. Holders thereof shall upon liquidation of the corporation, be entitled to share in corporate assets including earnings and profits remaining after the payment of creditors only to the par value of such stock and no more, but to such extent said preferred stock shall have a preference over the other class of stock of this Corporation. The holders of said preferred stock shall be entitled to a dividendannually to the extent of six and one-half (6½%) of the par value thereof when so declared by the board of directors and such dividend shall be declared by the board of directors of the Corporation to the extent of earnings and profits on the anniversary date of issuance of the stock. Such dividend shall not be commulative; however, dividends may not be declared on the common stock, in any calendar year unless the aforementioned dividend shall have been declared and paid within the preceding twelve months on preferred stock issued and outstanding. Upon giving notice to redeem to the holders of record of preferred stock, the Corporation shall have the right to redeem any part or all of the shares of preferred stock then outstanding inthe name of said holders of record at one hundred two dollars ($102.00) per share.

V.

The transfer of shares of common stock of this Corporation is restricted as follows:

1. No shareholder or shareholders may transfer, assign, sell, pledge, hypothecate, or otherwise dispose of voluntarily or by operation of law, the shares of common stock of the corporation owned by him or them, or the certificates of stock representing the same, unless said shares shall have been first offered to the Corporation and then to the other shareholders in such manner and at such price per share as hereinafter provided, and such offer shall not have been accepted.

a. The offer shall be given to the corporation and to the other shareholders and shall consist of an offer to sell all the shares of common stock of the corporation owned by the offeror, to which shall be attached a statement of intention to transfer or encumber as the case may be, the name and address of such prospective purchaser or lienor, the number of shares of stock involved in the proposed transfer or encumbrance, and the terms of such transfer or encumbrance. The said offer shall be delivered by restricted certified mail to the secretary of the corporation and to the other shareholders, except thatin the event the offeror is secretary of the corporation, said offer shall be delivered to the

president thereof.

b. Within twenty (20) days after receipt of such offer, the corporation may, at its option, and by majority vote of the board of directors, elect to purchase all, or any part, of the shares of the common stock of the corporation owned by the offeror. If such offer is not accepted by the corporation or is accepted only in part, the other shareholders may, within ten (10) days from notification by the corporation of refusal to accept the offer or to accept the offer only in part or within ten (10) days from the expiration of the corporation's option period hereinbefore stated, whichever occurs earlier, purchase the then remaining shares of the common stock of the corporation owned by the offeror and subject to the statement of intention to transfer or encumber. The corporation shall exercise its election to purchase by giving notice thereof to the offeror and to the other shareholders. The other shareholders shall exercise their election to purchase by giving notice thereof to the offeror and to the corporation. Each shareholder shall be entitled to purchase the proportion of shares then remaining which the common shares held by him bears to all outstanding common shares held by said electing shareholders. In the event of purchase by either the corporation or shareholders, the notice shall specify a date for the closing of the purchase which shall be not more than thirty (30) days after the date of the giving of such notice.

c. The purchase price for the shares of the common stock of the corporation owned by the offeror shall be as set forth in paragraph three (3) hereof.

d. The closing of the purchase shall take place at the principal office of the corporation and any amount due from any purchaser not exceeding $5,000.00 shall be paid in cash. Amounts of more than $5,000.00 from any purchaser may be paid in cash or may, at the option of the purchaser, be paid by the delivery of twenty percent (20%) of the purchase price in cash and five (5) negotiable promissory notes of the purchaser as maker each for one fifth (1/5) of the remaining unpaid purchase price, the first note payable one (1) year after the closing and the remaining notes payable successively, one each year thereafter until such original purchase price has been fully paid. Each note shall bear interest at the rate of five and one-half percent (5½%)per annum from the date of closing until paid or otherwise discharged and shall provide that the maker shall have the privilege of pre-paying all or any part thereof at any time with interest to date of prepayment.

e. If the offer to sell is neither accepted by the corporation nor by the other shareholders, the offeror may make a bona fide transfer or encumbrance to the prospective purchaser or lienor named in the statement attached to the offer, such sale or encumbrance to be made only in strict accordance with the terms therein stated. However, if the offeror shall fail to make such transfer or encumbrance within thirty (30) days following the expiration of the time hereinbefore provided for the election to accept the offer by the other shareholders such shares of stock shall again become subject to all the restrictions of this article.

f. Proposed transfers by gift may be made, provided the written consent of the corporation and the other shareholders shall have been obtained thereto in advance.

2. Upon the death of a shareholder (hereinafter referred to as the decedent) all of the shares of common stock of the corporation owned by him and to which he, or his executor or administrator in his behalf, shall be entitled, shall be subject to the provisions of paragraph 1 hereof with the decedent's executor or administrator acting in decedent's stead with respect to giving of the offer and other matters in connection with the first option specified therein.

3. The incorporators hereby stipulate that the price of the common stock of this corporation shall be and is ten dollars ($10.00) per share on the date corporation existence

commences.

a. The incorporators, shareholders, and their successors shall abide by annual adjustments to this stipulated price, such adjustments to be made by a majority vote of the board of directors of the corporation at a meeting held not later than forty-five (45) days following the close of the corporation's fiscal year, unless by unanimous vote of such board of directors a later meeting date is agreed upon due to incompleteness or unavailability of financial records for the preceding fiscal year.

b. If the board of directors shall have failed to adjust the stipulated price as hereinbefore provided, the price for each share of the common stock of the corporation to be sold or transferred under this Article V shall be the last stipulated or adjusted price plus or minus the net earnings or losses per share, based upon the determinations and balance sheet submitted for federal income tax purposes, after all taxes or reserve for taxes have been paid since the date as of which the price was stipulated or last adjusted, up to the end of the year preceding the making of the offer by the offeror or, in the case of a sale pursuant to paragraph 2 hereof, the end of the year preceding the date of the decedent's death.

4. Whenever shareholders purchase shares of stock subject to this Article V, such purchasers (unless they shall have paid the entire purchase price in cash) shall, following the delivery of the purchased stock, endorse the new certificates of stock issued to such purchasers and deliver the same to the seller as collateral security for the payment of the unpaid purchase price; and such capital stock shall be so held until the entire purchase price shall be paid. While such capital stock shall be so held as collateral security and so long asthe purchaser is not in default, the purchaser shall be entitled to all voting rights with respect thereto.

5. Each certificate representing shares of common stock of the corporation shall be stamped or inscribed with a legend in substantially the following form: The transfer of shares of common stock of this corporation is restricted by provision in the articles of incorporation and bylaws requiring that shares of such stock be first offered to the corporation and then to surviving or remaining shareholders before it can be sold, pledged, or otherwise transferred or encumbered. The provision, found in Article V of the Articles of Incorporation and Article VII of the Bylaws, is incorporated herein and made a part hereof by reference.

6. The incorporators hereby declare that it is impossible to measure in money the damages which will accrue to a shareholder or to the personal representative of a deceased shareholder by reason of failure to perform any of the obligations under this Article V. Therefore, if any shareholder or the personal representative of a deceased shareholder shall institute any action or proceeding to enforce the provisions hereof any person (including the corporation) against whom such action or proceedings is brought, hereby waives the claim or defense therein that such party or such personal representative has or have an adequate remedy at law, and such person shall not urge in any such action or proceedings the claim or defense that such remedy at law exists.

VII.

The holders from time to time of the common stock of the corporation shall have the pre-emptive right to purchase, at such respective equitable prices, terms and conditions (including adjustments of such cash or fractional shares as may be necessary to avoid the issue of fractional shares) as shall be fixed by the board of directors, such of the common shares of the stock of the corporation-(s) as may be authorized from time to time over and above the three thousand shares (3,000) shares of common stock authorized by the

original Articles of Incorporation, or (b) as may be common stock held in the treasury of the corporation, from time to time, whether derived from such original 3,000 common shares or from shares thereafter authorized, or (c) as may be hereinafter issued out of common shares authorized by the original Articles of Incorporation but not issued at the time of initial subscription by the incorporators. Such pre-emptive right shall be exercised in the respective ratio which the number of shares held by each shareholder at the time of such issue bears to the total number of shares outstanding in the names of all shareholders at such time. Holders of preferred stock shall have no pre-emptive rights in any class of shares of this corporation by virtue of ownership of common stock or preferred stock nor shall holders of common stock have pre-emptive rights in preferred stock.

VII.

1. Meetings of the shareholders of the corporation may be held at such place, either within or without the State of Iowa, as may be fixed from time to time in accordance with thebylaws of the corporation.

2. Any contract or other transaction between the corporation and one or more of its directors, or between the corporation and any firm of which one or more of its directors are members or employees, or in which they are interested, or between the corporation an any corporation or association of which one or more of its directors are shareholders, members, directors, officers, or employees, or in which they are interested, shall be valid for all purposes notwithstanding the presence of such director or directors at the meeting of the board of directors of the corporation, which acts upon, or in reference to, such contract or transaction, and notwithstanding his or their participation in such action, if the fact of such interest shall be disclosed or known to the board of directors and the board of directors shall, nevertheless, authorize, approve, and ratify such contract or transaction by a vote of a majority of the directors present, such interested director or directors to be counted in determining whether a quorum is present, but not to be counted in determining whether the majority necessary would carry such vote. This section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

VIII.

The address of the initial registered office of the corporation is Rural Route 2, Dexter, Iowa, and the name of its inital registered agent at such address if John D. Holtmyer.

IX.

The number of directors constituting the initial board of directors of the corporation is three, and the names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until their successors are elected and shall qualify are:

NAME	ADDRESS
John D. Holtmyer	R. R. 2 Dexter, Iowa
A. J. Henrichs	Winterset, Iowa
Sherman L. Chandler	Altoona, Iowa

The name and address of the incorporators are:

NAME	ADDRESS
John D. Holtmyer	R.R. 2 Dexter, Iowa
A. J. Henrichs	Winterset, Iowa
Sherman L. Chandler	Altoona, Iowa

Dated this 24th day of July, 1969.

John D. Holtmyer
JOHN D. HOLTMYER
A. J. Henrichs
A. J. HENRICHS
Sherman L. Chandler
SHERMAN L. CHANDLER
INCORPORATORS

STATE OF IOWA COUNTY OF ADAIR) SS:

On this 24th day of July, 1969, before me, William W. Don Carlos, personally appeared John D. Holtmyer, A. J. Henrichs and Sherman L. Chandler, to me known to be the persons named in and who executed the foregoing articles of incorporation, and acknowledged that they executed the same as their voluntary act and deed.

(NOTARIAL SEAL) William W. Don Carlos Notary Public in and for said County and State.

OFFICE OF THE SECRETARY OF STATE DESMOINES, IOWA
This instrument recorded in Book 0-24, Page 309, August 1, 1969 Expires Perpetual, Cert. No. 46176, Receipt No. - - Filed By Don Carlos & Don Carlos, Greenfield, Iowa Filing Fee 20.00 Recording Fee 5.50 Melvin D. Synhorst Secretary of State.

COMPARED

F. J. Hibbs To Iowa State Highway Commission

#1126

Fee $3.50 VFSM

Filed for record the 22 day of August A.D. 1969 at 2:41 o'clock P. M.

Mary E. Welty, Recorder

APPLICATION FOR PERMIT TO CONSTRUCT ENTRANCE FROM PRIVATE PROPERTY TO PRIMARY ROAD OR PRIMARY ROAD EXTENSION

Applicant F. J. Hibbs
Address Winterset, Ia.
August 1, 1969

Permit Number 4-294
Madison County
Project F-366(4)

Iowa State Highway Commission
Ames, Iowa

Gentlemen:

A permit is hereby requested to construct a Type "C" entrance 18 feet in width, from right of way line to primary road traveled way, including necessary drainage structure thereunder at Station 391+70, East side.

PLAT OF ENTRANCE AS PROPOSED TO BE CONSTRUCTED IS ATTACHED TO AND IS A PART OF THIS APPLICATION

Proposed entrance is located on Primary Road No. 169, Sec. 24, T. 77N, R 28W, Madison County, 7.5 Miles North from Winterset more specifically described as follows:

343 ft. North of SW cor. of SE¼ SE¼ Sec. 24-77-28
Madison County.

The applicant agrees that if granted a permit to construct the above described entrance the following stipulations shall govern.

1. Written approval of the Highway Commission shall be obtained before any change is made in the entrance or its location.

2. That the entrance, including drainage structure, grading and surfacing , shall be constructed by the applicant at the applicant's expense, in accordance with the plat attached hereto, and in conformity with the standard specifications of the Iowa State Highway Commission, and shall thereafter be kept in repair and maintained by the applicant at his own expense. Nothing in this stipulation, however, shall preclude the Iowa State Highway Commission from entering upon said entrance on highway right of way and performing necessary maintenance for the protection of the highway.

3. That the construction, of the entrance shall be completed by the 1st day of Dec., 1969 (The permit is null and void if drive is not completed by the above date unless extension is granted in writing by the Iowa State Highway Commission.)

4. That the construction, future repair or maintenance of said entrance shall be carried on in such a way as not to interefere with, or interrupt traffic on said highway, and the applicant shall take all reasonable precautions to protect and safeguard the lives and property of any person or persons, and shall save the State and State Highway Commission harmless of any damage or losses that may be sustained by any person or persons, on account of such construction, repair or maintenance operations.

5. That no filling will be permitted in the right of way of primary road No. 169 other than that necessary to construct the proposed entrance.